

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JKAYC, LLC,

Plaintiff,

v.

NOAH BANK,

Defendant.

Civ. No. 1:19-CV-11561(PKC)

ANSWER OF JKAYC TO
COUNTERCLAIMS OF NOAH
BANK AND NOTICE OF JURY
DEMAND ON ALL CLAIMS
IN ACTION

Plaintiff, counter-claim defendant, JKAYC, LLC (“JKAYC”), by way of Answer to the Counterclaims filed by Defendant, counterclaim plaintiff, Noah Bank, and its jury demand pursuant to FRCP 38, states as follows:

PARTIES

1. The allegations of Paragraph 1 are admitted.
2. The allegations of Paragraph 2 are admitted.

JURISDICTION

3. The allegations of Paragraph 3 are admitted.

FACTS

4. The allegations of Paragraph 4 are admitted.
5. The allegations of Paragraph 5 are admitted.
6. The allegations of Paragraph 6 are admitted.

7. The allegations of Paragraph 7 are denied, except to admit the existence of Article 4 of the Lease, the terms of which speak for themselves, and which exist as interpreted by applicable law.
8. The allegations of Paragraph 8 are denied, except to admit the existence of Article 4 of the Lease, the terms of which speak for themselves and which exist as interpreted by applicable law.
9. The allegations of Paragraph 9 are denied, except to admit that Noah Bank failed to obtain the necessary approvals referred to in Paragraph 9.
10. The allegations of Paragraph 10 are denied.
11. The allegations of Paragraph 11 are admitted.
12. The allegations of Paragraph 12 are denied, except to admit that JKAYC has not returned the Security Deposit.

COUNT ONE
(Breach of Contract)

13. JKAYC incorporates by reference its prior responses.
14. The allegations of Paragraph 14 are admitted.
15. The allegations of Paragraph 15 are denied, except to admit that payment of the Security Deposit was made and received in the amount of \$400,000.
16. The allegations of Paragraph 16 are denied.
17. The allegations of Paragraph 17 are denied.
18. The allegations of Paragraph 18 are denied.
19. The allegations of Paragraph 19 are denied.
20. The allegations of Paragraph 20 are denied.

COUNT TWO
(Conversion)

- 21. JKAYC incorporates by reference its prior responses.
- 22. The allegations of Paragraph 22 are denied.
- 23. The allegations of Paragraph 23 are denied.
- 24. The allegations of Paragraph 24 are denied.

COUNT THREE
(Unjust Enrichment)

- 25. JKAYC incorporates by reference its prior responses.
- 26. The allegations of Paragraph 26 are admitted.
- 27. The allegations of Paragraph 27 are denied.
- 28. The allegations of Paragraph 28 are denied.
- 29. The allegations of Paragraph 29 are denied, except to admit that JKAYC has not returned
the Security Deposit
- 30. The allegations of Paragraph 30 are denied.
- 31. The allegations of Paragraph 31 are denied.

AFFIRMATIVE DEFENSES TO COUNTERCLAIMS

JKAYC'S FIRST AFFIRMATIVE DEFENSE

Noah Bank's counterclaims fail to state claims in whole or part.

JKAYC'S SECOND AFFIRMATIVE DEFENSE

Noah Bank's counterclaims are barred by Noah Bank's lack of good faith and fair dealing.

JKAYC'S THIRD AFFIRMATIVE DEFENSE

Noah Bank's counterclaims are barred by the doctrine of estoppel.

JKAYC'S FOURTH AFFIRMATIVE DEFENSE

Noah Bank's counterclaims are barred by the doctrine of set off.

JKAYC'S FIFTH AFFIRMATIVE DEFENSE

Noah Bank's counterclaims are barred by the doctrine of laches.

JKAYC'S SIXTH AFFIRMATIVE DEFENSE

Noah Bank's counterclaims are barred by its unclean hands.

JKAYC'S SEVENTH AFFIRMATIVE DEFENSE

Noah Bank's counterclaims are barred in whole or part by its failure to mitigate its damages.

JKAYC'S EIGHTH AFFIRMATIVE DEFENSE

Noah Bank's counterclaims are barred by a failure of one or more conditions precedent.

JKAYC'S NINTH AFFIRMATIVE DEFENSE

Noah Bank's counterclaims are barred by Noah Bank's failure to act in a commercially reasonable manner.

JKAYC'S TENTH AFFIRMATIVE DEFENSE

Noah Bank's counterclaims are barred by Noah Bank's own breaches of the Lease.

JKAYC'S ELEVENTH AFFIRMATIVE DEFENSE

Noah Bank's counterclaims are barred by a lack of damages suffered by Noah Bank.

WHEREFORE, JKAYC seeks a trial by jury on all claims and counterclaims so triable, and respectfully requests that the Court dismiss Noah Bank's Counterclaims, with prejudice, enter

judgment in JKAYC's favor on all such claims, and further award costs and attorneys' fees to JKAYC, and order such other and further relief as the Court deems just and appropriate.

Dated: December 26, 2019

THE BASIL LAW GROUP, P.C.

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By: /s/ ROBERT J. BASIL
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A director of the firm